### THIS AGREEMENT SHALL NOT CONSTITUTE A "NEGOTIABLE INSTRUMENT"

Plain Green Consumer Installment Loan Agreement

Loan Number: 72770294

Plain Green, LLC 93 Mack Road, Suite 600 PO Box 270 Box Elder, Montana 59521 (866) 420-7157

#### PLEASE READ THESE IMPORTANT DISCLOSURES CAREFULLY

HIGH COST CREDIT DISCLOSURE: THIS LOAN IS NOT INTENDED TO MEET LONG-TERM FINANCIAL NEEDS. THIS LOAN SHOULD BE USED ONLY TO MEET SHORT-TERM CASH NEEDS. RENEWING THE LOAN RATHER THAN PAYING THE DEBT IN FULL WILL REQUIRE ADDITIONAL FINANCE CHARGES.

THE LENDER (HEREINAFTER REFERRED TO AS "PLAIN GREEN, LLC" OR "PLAIN GREEN") IS THE TRIBAL GOVERNMENTAL LENDING ARM OF THE CHIPPEWA CREE TRIBE OF THE ROCKY BOY'S RESERVATION, MONTNA (HEREINAFTER REFERRED TO AS THE "TRIBE"). PLAIN GREEN IS OWNED BY THE TRIBE AND FORMED UNDER TRIBAL LAW FOR THE EXPRESS PURPOSE OF GENERATING REVENUE FOR TRIBAL GOVERNMENTAL PURPOSES, PLAIN GREEN OPERATES WITHIN THE TRIBE'S RESERVATION. BOTH THE TRIBE AND PLAIN GREEN ARE IMMUNE FROM SUIT IN ANY COURT UNLESS THE TRIBE, THROUGH ITS TRIBAL BUSINESS COMMITTEE, EXPRESSLY WAIVES THAT IMMUNITY. WAIVER MAY ONLY BE MADE THROUGH A FORMAL, WRITTEN TRIBAL RESOLUTION FROM THE TRIBAL BUSINESS COMMITTEE, PLAIN GREEN IS REGULATED BY THE TRIBAL CONSUMER PROTECTION BUREAU (THE "BUREAU"). CONSUMERS HAVE THE RIGHT TO SUBMIT COMPLAINTS TO THE BUREAU IN ACCORDANCE WITH THE DISPUTE RESOLUTION PROCESS SET FORTH IN THIS AGREEMENT AND SUBJECT TO THE REGULATORY AUTHORITY OF THE BUREAU IN ACCORDANCE WITH TRIBAL LAW.

Lender:

Plain Green LLC

Origination Date: 1/6/2016

This is the date you signed and submitted this Agreement to Plain Green.

Disbursement Date: On or about 1/6/2016
This is the date that the Loan proceeds are released

Effective Date: 1/7/2016

This is the date that interest begins to accrue.

Final Payment Due Date: 4/2/2017 This is the Loan maturity date. Borrower's Name:

Darlene Jones Gibbs

Borrower's ID:

Borrower's Address:

Borrower's Bank and Account Number for ACH

Transfers (the "Bank Account"):

In this Plain Green Consumer Installment Loan Agreement (this "Agreement"), "you" and "your" refer to the Borrower identified above, "Tribat Law" means any tribal law or regulation duly enacted by the Chippewa Cree Tribe, "Lean" means the Plain Green consumer installment loan made by the tribal government lender to Borrower under this Agreement.

### IMPORTANT DISCLOSURE OF THE TERMS AND CONDITIONS OF THIS LOAN

THE BORROWER EXPRESSLY CONSENTS AND AGREE THAT THIS LOAN IS MADE WITHIN THE TRIBE'S JURISDICTION AND IS SUBJECT TO AND GOVERNED BY TRIBAL LAW AND NOT THE LAW OF THE BORROWER'S RESIDENT STATE. THE BORROWER IS STRONGLY CAUTIONED THAT IF THE BORROWER DOES NOT UNDERSTAND THIS CONSENT, OR DOES NOT WISH TO EXPRESSLY CONSENT TO TRIBAL JURISDICTION OR DOES NOT WISH TO HAVE THE LOAN GOVERENED BY LAWS OF THE TRIBE, THEN THE BORROWER SHOULD REFRAIN FROM ACCEPTING THIS LOAN OR RESCIND THE LOAN WITHIN THE TERMS OF THIS AGREEMENT. ACCEPTING THIS LOAN SHALL BE DEEMED EXPRESS CONSENT TO TRIBAL JURISDICTION AND EXPRESS CONSENT THAT THE LOAN SHALL BE GOVERNED BY THE LAWS OF THE TRIBE, THE BORROWER'S RESIDENT STATE'S LAW MAY HAVE INTEREST RATE LIMITS AND OTHER CONSUMER PROTECTION PROVISIONS THAT ARE MORE FAVORABLE TO THE BORROWER. IF THE BORROWER WISHES TO HAVE THE BORROWER'S RESIDENT STATE'S LAW APPLY TO ANY LOAN THAT THE BORROWER OBTAINS.

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THE BORROWER SHOULD CONSIDER OBTAINING A LOAN FROM A LICENSED LENDER IN THE BORROWER'S STATE. IN ANY EVENT, THE BORROWER SHOULD CAREFULLY EVALUATE THE BORROWER'S FINANCIAL OPTIONS BEFORE OBTAINING ANY LOAN.

PLAIN GREEN LOANS CARRY A HIGH INTEREST RATE AND ARE NOT INTENDED TO PROVIDE A SOLUTION FOR LONGER TERM CREDIT OR OTHER FINANCIAL NEEDS. ALTERNATIVE FORMS OF CREDIT MAY BE LESS EXPENSIVE AND MORE SUITABLE FOR A BORROWER'S FINANCIAL NEEDS.

PLEASE CONSIDER YOUR ABILITY TO REPAY A LOAN. IF YOU ARE HAVING FINANCIAL DIFFICULTIES, YOU SHOULD SEEK THE ASSISTANCE OF FINANCIAL COUNSELORS. BEFORE SIGNING THIS AGREEMENT, PLEASE CAREFULLY READ ITS TERMS. YOUR SIGNATURE AND ACCEPTANCE OF THIS LOAN WILL BE DEEMED PROOF THAT YOU HAVE READ THIS AGREEMENT, YOU HAVE APPROVED OF ALL OF ITS TERMS, YOU HAVE EXPRESSLY CONSENTED TO TRIBAL JURISDICTION, YOU HAVE PROVIDED THE PLAIN GREEN WITH THE MOST CURRENT AND ACCURATE EMPLOYMENT, CREDIT, INCOME, AND ASSET HISTORY REQUIRED FOR PLAIN GREEN TO ASSESS YOUR ELIGIBILITY AND CREDITWORTHINESS, AND YOU AFFIRMATIVELY ACKNOWLEDGE THAT YOU ARE ABLE TO REPAY THIS LOAN ACCORDING TO THE TERMS OF THIS AGREEMENT.

TRUTH IN LENDING DISCLOSURES: Plain Green provides the following Truth-In-Lending disclosures so that you can compare the cost of this Loan to other loan products you might obtain in the United States. Plain Green's inclusion of these disclosures does not mean that Plain Green consents to the application of state or federal law to Plain Green, to the Loan, or this Agreement.

#### TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after making all payments as scheduled.
277.92%	\$3,051.06	\$1,200.00	\$4,251.06

**PAYMENT SCHEDULE:** Your Payment Schedule will be as set forth in the following table, with each due date being referred to herein as a "Payment Due Date":

Number of Payments	Amount of Payments	When Payments Are Due
14	\$283.41	2/2/2016, 3/2/2016, 4/2/2016, 5/2/2016, 6/2/2016, 7/2/2016, 8/2/2016, 9/2/2016, 10/2/2016, 11/2/2016, 12/2/2018, 1/2/2017, 2/2/2017, 3/2/2017
1	\$283.32	4/2/2017

PREPAYMENT: If you pay off early, you will not have to pay a penalty.

See the Agreement below for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

Itemization of Amount Financed:	
Amount given to you directly:	\$1,200.00
Plus. Amount paid on your account with Lender - Loan #:	\$0.00
Equals, Amount Financed:	\$1,200.00
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**PROMISE TO PAY:** You promise to pay to the order of Plain Green or to any assignee of Plain Green or subsequent holder of this Agreement the principal sum of \$1,200.00 plus interest from the Effective Date of this Loan at the rate of 279,9915% per year until this Loan is repaid in full. You agree to make payments in the amounts and on or before the Payment Due Dates shown in the Payment Schedule above. You also promise to pay to Plain Green or to any assignee of Plain Green or subsequent holder of this Agreement all other fees and charges provided for under this Agreement.

INTEREST: Interest will accrue daily on the unpaid principal balance of this Loan, beginning on the Effective Date, until paid in full. Plain Green calculates interest based on a 365-day year. In calculating your payments, Plain Green has assumed you will make each payment on the day and in the amount due. If any payment is received after the Payment Due Date, you must pay any additional interest that accrues after the Payment Due Date. If any payment is made before a Payment Due Date, the interest due on the scheduled payment will be reduced, and you will owe less interest. The amount of any decrease or increase in interest due will affect the amount of your final payment.

If the amount of any payment is not enough to pay the interest due, the unpaid interest will be paid from your next payment(s), if any, and will not be added to the principal balance. If your payments are less than the interest due, you will owe more money and it will become very difficult to pay off your Loan. Time is of the essence, which means that there are no grace periods for when payments must be made. There are no separate late charges if you fail to make payments in accordance with the Payment Schedule. However, if you do not make each payment in full on the Payment Due Dates as agreed, Plain Green may continue to charge interest on past due amounts at the interest rate set forth in the "Promise to Pay" section. The interest rate and other charges under this Agreement will never exceed the highest rate or charge allowed by Tribal Law or this Agreement. If the amount collected is found to exceed the highest rate or charge allowed, Plain Green will refund an amount necessary to comply with Tribal Law and this Agreement.

PAYMENTS: Plain Green will apply your payments in the following order: (1) to any fees due, (2) to accrued but unpaid interest, and (3) to principal amounts outstanding. If you choose to pay via ACH Authorization, each scheduled payment, plus any fees due to Plain Green (if applicable), will be debited from your Bank Account on each Payment Due Date. See the ACH Authorization below for further information, if you choose to receive your Loan proceeds via check and to repay all amounts due pursuant to this

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Agreement via check, money order or certified check, please mail each payment payable to Plain Green, LEC, Payment Processing. PO Box 42560, Philadelphia, PA 19101 (or by overnight mail or courier service to Plain Green, LEC c/o MetaSource, 1900 Frost Road, Suite 100, Bristol, PA 19007), in time for Plain Green to receive the payment by 5.00 p.m. Eastern Time on the Payment Due Date.

PREPAYMENT: You may prepay this Loan in whole or in part at any time without penalty. If you prepay in part, you must still make each later payment according to the Payment Schedule above until this Loan is paid in full. Any amounts you prepay will not continue to accrue interest.

RIGHT OF RESCISSION: You may rescind or cancel this Loan if you do so on or before 5:30 p.m., Eastern Time, on the fifth business day after the Origination Date (the "Rescission Deadline"). To cancel, call Plain Green at (866) 420-7157 and request to rescind or cancel this Loan. Then, provide Plain Green written notice of rescission as directed by the customer service representative.

If you have provided an ACH Authorization: If Plain Green timely receives your written notice of rescission on or before the Rescission Deadline but before the Loan proceeds have been credited to your Bank Account, Plain Green will not deposit your Loan proceeds to your Bank Account and both Plain Green's and your obligations under this Agreement will be rescinded. If Plain Green timely receives your written notice of rescission on or before the Rescission Deadline but after the Loan proceeds have been credited to your Bank Account, Plain Green will debit your Bank Account for the principal amount owing under this Agreement. If Plain Green receives payment of the principal amount via the debit, Plain Green's and your obligations under this Agreement will be rescinded. If Plain Green does not receive payment of the principal amount via the debit, then the Agreement will remain in full force and effect until all amounts owed under this Agreement are repaid in full, including any interest and fees.

If you have elected to receive your Loan proceeds via check delivered by mail: If Plain Green timely receives your written notice of rescission on or before the Rescission Deadline, and (a) if Plain Green has not mailed the check representing the Loan proceeds to you or (b) if you have not cashed the check representing the Loan proceeds, then Plain Green will cancel the check and both Plain Green's and your obligations under this Agreement will be rescinded. If you have cashed the check representing the Loan proceeds, you must return the full amount of cash you received to Plain Green by the Rescission Deadline. If Plain Green receives the full amount by the Rescission Deadline, Plain Green's and your obligations under this Agreement will be rescinded. If Plain Green does not receive the full amount by the Rescission Deadline, then the Agreement will remain in full force and effect until all amounts owed under this Agreement are repaid in full, including any interest and fees.

Any pre-assessed fee shall not be deemed security for this Loan and shall be returned by a credit entry to your Bank Account within three (3) business days of an effective rescission.

CHECK CONVERSION NOTIFICATION: When you provide a check as payment, you agree Plain Green may use information from your check to (a) make a one-time electronic withdrawal from your Bank Account or (b) process the payment as a check transaction. When Plain Green uses information from your check to make a withdrawal from your Bank Account, funds may be withdrawn from your Bank Account as soon as the same day Plain Green receives your payment, and you will not receive your check back from your financial institution. For questions, please call Plain Green's customer service phone number, (866) 420-7157.

RETURNED PAYMENT FEES; BORROWER BANK CHARGES: If any payment made by you on this Loan is not honored or cannot be processed for any reason, including not enough money in your Bank Account, you agree to pay Plain Green a fee of \$30.00 and you agree that Plain Green may recover court costs and reasonable attorney's fees incurred by Plain Green. If you have elected to repay this Loan via ACH debits to your Bank Account, for each returned payment, you authorize Plain Green and its agents and representatives to make a one-time withdrawal from your Bank Account to collect this fee. Your financial institution may also charge a fee if your Bank Account becomes overdrawn or if a payment is attempted against your Bank Account that would cause it to become overdrawn. You will not hold Plain Green or our agents, representatives, successors or assigns responsible for any such fee you must pay.

SECURITY: No security interest is taken or given in connection with this Loan.

REFINANCE POLICY: Subject to Plain Green credit policies, Plain Green will determine, in its sole discretion, whether your Loan may be refinanced.

**DEFAULT:** "Default" of this Agreement will occur if: (a) you provide false or misleading information about yourself, your employment or your financial condition prior to entering into this Agreement, (b) you fail to make a payment in full by the applicable Payment Due Date or if your payment is returned to Plain Green for any reason, or (c) you file bankruptcy or become a debtor under U.S. federal bankruptcy laws.

consequences of DeFault: In the event of a Default, Plain Green may choose to do any one or more of the following things:

(a) require you to immediately pay everything you owe under this Agreement: (b) if you have elected to repay this Loan via ACH debits to your Bank Account, continue to withdraw regularly scheduled payments and fees from your Bank Account; and (c) pursue all legally available means to collect the balance due. By signing this Agreement you waive notice of default, dishoner, demand for payment, protest, presentment, and any other notice. Amounts you owe Plain Green may include the unpaid principal balance of this Loan, all unpaid accrued fees and interest (including unpaid interest owing on past due amounts), and any costs and fees Plain

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Green incurs in connection with this Agreement. By choosing to exercise any one of more of these remedies. Plain Green does not waive its right to use another remedy later. Plain Green may decide not to use any of the remedies described above. In any event, Plain Green shall have and may exercise any and all rights and remedies available to it through tribal law and or in equity. Any claims or defenses whatsoever asserted by or on behalf of Borrower shall be subject to the dispute resolution process and surfacilition agreed to in this Agreement.

**CREDIT REPORTING:** You agree that Plain Green may make inquiries concerning your credit history and standing, and may report information concerning your performance under this Agreement to credit reporting agencies. Late payments, missed payments or other defaults on your Loan may be reflected in your credit report.

CHANGE OF PRIMARY RESIDENCE: You agree to notify Plain Green of any change in your primary residence as soon as practicable, but no later than five (5) days after any change. You agree that the address provided on this Agreement will govern this Agreement until you have met all obligations under this Agreement and that any subsequent change in your primary residence will not affect the terms or enforceability of this Agreement.

CORRESPONDENCE WITH LENDER: General correspondence with Plain Green concerning this Loan, this Agreement or your relationship with Plain Green must be directed to Plain Green at the following address: Plain Green, LLC, 93 Mack Road, Suite 600, PO Box 270, Box Elder, Montana 59521, Communications related to the bankruptcy of the Borrower must be directed to Plain Green at the following address: Plain Green, LLC, Attn: Bankruptcy Handling, 93 Mack Road, Suite 600, PO Box 270, Box Elder, Montana 59521.

FORCE MAJEURE: Unavoidable delays as a result of inadvertent processing errors and/or "acts of God" may extend the time for the deposit of Loan proceeds and the processing of payments owing hereunder.

TRANSFER OF RIGHTS; HYPOTHECATION AND MAINTENANCE OF REGISTER: This instrument is non-negotiable in form but may be pledged as collateral security. If so pledged, any payment made to the payee, either of principal or of interest, upon the debt evidenced by this obligation, shall be considered and construed as a payment on this instrument, the same as though it were still in the possession and under the control of the payee named herein; and the pledgee holding this instrument as collateral security hereby makes said payee its agent to accept and receive payments hereon, either of principal or of interest.

You agree that Plain Green may assign or transfer this Agreement, or any of our rights hereunder, to any other person or entity without prior notice to or consent from you. Regardless of any transfer, this Agreement shall remain exclusively subject to Tribal Law and remain within jurisdiction of the courts of the Tribe. Plain Green (in its capacity as "Registrar"), acting solely for this purpose as your irrevocably appointed agent, shall maintain at an office located in the United States a copy of each assignment of this Agreement delivered to it and a register (the "Register") for the recordation of the names and addresses of the original owner, assignees, and persons holding participation interests in the Loan, and the amounts of principal and interest owing to each from time to time pursuant to the terms of this Loan. The Register may be in electronic form. The entries of the Register shall be conclusive, and you, the Registrar, the Plain Green and all of its assignees and participants shall treat each person whose name is recorded in the Register pursuant to these terms as the owner of such principal and interest payments for all purposes of this Agreement, notwithstanding notice to the contrary. The name of the owner in the Register shall be available to you by written request to Plain Green, as Registrar, at any reasonable time and from time to time upon reasonable prior notice. The foregoing is intended to result in this Agreement being in "registered form" within the meaning of U.S. Treasury Regulations Section 1.871-14(c) and Sections 163(f), 871(h) and 881(c) of the Internal Revenue Code of 1986, as amended, and shall be interpreted and applied in a manner consistent therewith. Any fees and expenses of Plain Green as Registrar for its services shall be charged to the registered owner of the loan and not to you.

SUCCESSORS AND ASSIGNS: This Agreement is binding upon your heirs and personal representatives in probate and upon anyone to whom you assign your assets or who succeeds you in any other way, provided, however, that you may not assign or transfer this Agreement except with Plain Green's prior written consent.

SERVICING COMMUNICATIONS AND COMMUNICATIONS AFTER DEFAULT: You authorize Plain Green and its authorized representatives to contact you according to your consent provided in your application or according to your account preferences, as modified by you after submitting your application. This may include (i) calling you during reasonable hours at any of the phone numbers listed on your most recent application (a) prior to each Payment Due Date to remind you of the payment due and (b) and for other matters related to your account, (ii) contacting you by text message or other wireless communication method on the mobile phone number listed on your application, (iii) leaving a message with a person or a voice mail service, and (iv) contacting you using auto-dialers or pre-recorded messages, including calls to your mobile phone.

#### **ACH AUTHORIZATION**

(applies only if (a) you select the electronic funding/payment option below or (b) authorize recurring Debit Card payments)

This ACH Authorization is a part of and relates to this Agreement. You voluntarily authorize Plain Green, and our successors, affiliates, agents, representatives, employees and assigns, to initiate automatic credit and debit entries to your Bank Account in accordance with this Agreement. You agree that Plain Green will initiate a credit entry to your Bank Account for the Amount Financed on or about the Disbursement Date. You agree that Plain Green will initiate a debit entry to your Bank Account on each

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Payment Due Date in the payment amount described in the Payment Schedule. For each scheduled payment, whenever a debit entry to your Bank Account is returned to Plain Green for any reason, Plain Green may initiate a debit entry to your Bank Account up to two additional times after the first attempt for each scheduled payment amount. You also agree that Plain Green will initiate a debit entry for any accrued returned payment fees and any interest that accrues on overdue amounts. If your payment is due on a non-business day, it will be processed on the next business day.

You agree that this ACH Authorization is for repayment of a consumer installment loan and that payments shall recur at substantially regular intervals as set forth in this Agreement. This ACH Authorization is to remain in full force and effect for this transaction until you pay your Loan, including any interest and fees, in full. You may revoke this ACH Authorization by contacting Plain Green directly or by contacting your financial institution. If you revoke your ACH Authorization, you agree to make payments to Plain green by check, certified check or money order as set forth in the "Payments" section above. In no event will any revocation of this ACH Authorization be effective with respect to entries processed by Plain Green prior to its receiving such revocation.

You agree that Plain Green may obtain information about you and your Bank Account from your bank and/or consumer reporting agencies until all amounts owing pursuant to this Agreement are paid in full. If there is any missing or incorrect information in or with your application regarding your bank, bank routing number, or account number, then you authorize Plain Green to verify and correct such information.

Your bank may charge you a fee in connection with Plain Green's credit and/or debit entries. Contact your financial institution for more information specific to your Bank Account.

This ACH Authorization is subject to the following provisions:

- (1) Right to stop payment and procedure for doing so. If you have told Plain Green in advance to make regular payments out of your Bank Account, you can stop any of these payments. Here's how: Call Plain Green at (866) 420-7157, or send a written request to Plain Green, <u>93 Mack Road, Suite 600, PO Box 270, Box Elder, Montana 59521.</u> In order for a cancellation request to be effective by a specific date or for a specific payment, Plain Green must receive the cancellation request three (3) business days or more before that date or before that payment is scheduled to be made. If you call, Plain Green may also require you to put your request in writing and submit to Plain Green within 14 days of your call.
- (2) Liability for failure to stop payment of preauthorized transfer. If you order Plain Green to stop a payment at least three (3) business days or more before the debit is scheduled, and Plain Green fails to stop such payment, Plain Green will be fiable for your losses or damages.
- (3) Notice of varying amounts. You will receive a notice at least 10 days before a payment is debited from your Bank Account if the payment Plain Green is going to debit from your Bank Account varies from the amount disclosed in the Schedule of Payments above. You have the right to receive notice of all varying amounts.

This ACH Authorization is a payment mechanism only and does not give Plain Green collection rights greater than those otherwise contained in this Agreement. This ACH Authorization does not constitute and is not intended to constitute a security interest under Tribal Law.

If you associate one or more debit cards with your account with Plain Green (each a "Debit Card") and authorize Plain Green to initiate recurring payments on your Loan using a Debit Card, the terms of the foregoing ACH Authorization will apply equally to recurring payments made by Debit Card.

**ENTIRE AGREEMENT; SEVERABILITY.** This Agreement, including the Waiver of Jury Trial and Arbitration Agreement, constitutes the entire agreement between Borrower and Plain Green, and it may not be contradicted by evidence of prior or contemporaneous oral agreements between them. If any provision of this Agreement is held unenforceable, including any provision of the Waiver of Jury Trial and Arbitration Agreement, the remainder of this Agreement shall remain in full force and effect.

GOVERNING LAW; NON-APPLICABILITY OF STATE LAW; INTERSTATE COMMERCE: This Agreement and the Agreement to Arbitrate are governed by Tribal Law. The Agreement to Arbitrate also comprehends the application of the Federal Arbitration Act, as provided below. Plain Green does not have a presence in Montana or any other state of the United States of America. Neither this Agreement nor the Plain Green is subject to the laws of any state of the United States. Plain Green may choose to voluntarily use certain federal laws as guidelines for the provision of services. Such voluntary use does not represent acquiescence of the Chippewa Cree Tribe to any federal law unless found expressly applicable to the operations of the Chippewa Cree Tribe. You and Plain Green agree that the transaction represented by this Agreement involves interstate commerce for all purposes.

### WAIVER OF JURY TRIAL AND ARBITRATION AGREEMENT

This Agreement includes the following binding Waiver of Jury Trial and Arbitration Agreement (the "Agreement to Arbitrate"). You may opt out of the Agreement to Arbitrate by following these instructions:

RIGHT TO OPT-OUT: IF YOU DO NOT AGREE TO ARBITRATE ALL DISPUTES (DEFINED BELOW) IN ACCORDANCE

WITH THE TERMS AND CONDITIONS OF THE AGREEMENT TO ARBITRATE, YOU MUST ADVISE PLAIN GREEN IN WRITING EITHER BY (A) MAIL DELIVERY OF A LETTER POSTMARKED NO LATER THAN 60 DAYS FOLLOWING THE ORIGINATION DATE SET FORTH AT THE TOP OF THIS AGREEMENT. TO 93 MACK ROAD, PO BOX 270, BOX ELDER, MONTANA 59521, OR (B) EMAIL DATED NO LATER THAN 60 DAYS FOLLOWING THE ORIGINATION DATE SET FORTH AT THE TOP OF THIS AGREEMENT TO SUPPORTOPLAINGREENLOANS, COM. YOUR OPT-OUT CORRESPONDENCE MUST CLEARLY PRINT OR TYPE YOUR NAME AND ACCOUNT NUMBER OR SOCIAL SECURITY NUMBER AND STATE THAT YOU REJECT ARBITRATION, YOUR REJECTION OF ARBITRATION WILL NOT BE EFFECTIVE IF IT IS NOT IN WRITING OR IF IT IS DATED LATER THAN 60 DAYS FOLLOWING THE ORIGINATION DATE SET FORTH AT THE TOP OF THIS AGREEMENT; IT IS NOT SUFFICIENT TO TELEPHONE PLAIN GREEN. IN THE EVENT YOU OPT OUT OF THE AGREEMENT TO ARBITRATE, ANY DISPUTES SHALL BE GOVERNED UNDER TRIBAL LAW AND MUST BE BROUGHT IN THE CHIPPEWA CREE TRIBAL COURT.

PLEASE CAREFULLY READ THIS AGREEMENT TO ARBITRATE. UNLESS YOU EXERCISE YOUR RIGHT TO OPT-OUT OF ARBITRATION AS DESCRIBED ABOVE, YOU AGREE THAT ANY DISPUTE YOU HAVE RELATED TO THIS AGREEMENT WILL BE RESOLVED THROUGH BINDING ARBITRATION. ARBITRATION REPLACES LITIGATION. BY AGREEING TO ARBITRATE ANY DISPUTES, YOU WAIVE YOUR RIGHT TO GO TO COURT, YOUR RIGHT TO HAVE A JUDGE OR JURY, YOUR RIGHT TO ENGAGE IN DISCOVERY (EXCEPT AS MAY BE PROVIDED IN THE ARBITRATION RULES), AND YOUR RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS OR IN ANY CONSOLIDATED ARBITRATION PROCEEDING OR AS A PRIVATE ATTORNEY GENERAL. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE IN ARBITRATION.

AGREEMENT TO ARBITRATE: You and Plain Green agree that any Dispute (defined below) will be resolved by Arbitration.

WHAT AREITRATION IS: "Arbitration" is a form of alternative dispute resolution where Disputes are presented to an independent third party for resolution. A "Dispute" is any claim or controversy of any kind between you and Plain Green or otherwise involving this Agreement or the Loan. The term Dispute is to be given its broadest possible meaning and includes, without limitation, all federal, state or Tribal Law claims or demands (whether past, present, or future), based on any legal or equitable theory and regardless of the type of relief sought (i.e., money, injunctive relief, or declaratory relief). A Dispute includes any issue concerning the validity, enforceability, or scope of this Agreement or this Agreement to Arbitrate.

For purposes of this Agreement to Arbitrate, (a) the terms "you" and "your" include any co-signer and also your heirs, guardian, personal representative, or trustee in bankruptcy, and (b) the term "Plain Green" means Plain Green, ELC as the Lender. Plain Green's affiliated companies, the Tribe, Plain Green's servicing and collection representatives and agents, and each of their respective agents, representatives, employees, officers, directors, membors, managers, attorneys, successors, predecessors, and assigns.

HOW ARBITRATION WORKS: If a Dispute arises, the party asserting the claim or demand must initiate arbitration, provided you or Plain Green may first try to resolve the matter informally or through customary business methods, including collection activity. The party requesting arbitration must choose either of the following arbitration firms for initiating and pursuing arbitration: the American Arbitration Association ("AAA") or JAMS, The Resolution Experts ("JAMS"). If you claim you have a Dispute with Plain Green, but do not initiate arbitration or select an arbitration firm. Plain Green may do so. You may obtain copies of the current rules of each of the arbitration firms and forms and instructions for initiating arbitration by contacting them as follows:

JAMS, The Resolution Experts 1920 Main Street, Ste 300 Irvine, CA 92614 Website: http://www.jamsadr.com/ Telephone: (949) 224-1810 or (900) 352-5267 American Arbitration Association 335 Madison Ave. Floor 10 New York, NY 10017-4605 Website: http://www.adr.org/ Telephone: (800) 778-7879

The policies and procedures of the selected arbitration firm applicable to consumer transactions will apply provided such policies and procedures do not contradict this Agreement to Arbitrate or Tribal Law. To the extent the arbitration firm's rules or procedures are different than the terms of this Agreement to Arbitrate, the terms of this Agreement to Arbitrate will apply.

WHAT ARBITRATION COSTS: No matter which party initiates the arbitration, Plain Green will advance or reimburse filing fees and other costs or fees of arbitration, provided each party will be initially responsible for its own attorneys' fees and related costs. Unless prohibited by Tribal Law, the arbitrator may award fees, costs, and reasonable attorneys' fees to the party who substantially prevails in the arbitration.

LOCATION OF ARBITRATION: Any arbitration under this Agreement may be conducted either on Tribal land or within thirty (30) miles of your then current residence, at your choice, provided that this accommodation for you shall not be construed in any way (a) as a refinquishment or waiver of the sovereign status or immunity of the Tribe, or (b) to allow for the application of any law other than Tribal Law.

WAIVER OF RIGHTS: BY ENTERING INTO THIS AGREEMENT, YOU ACKNOWLEDGE AND AGREE THAT YOU ARE WAIVING YOUR RIGHT TO (A) HAVE A JURY TRIAL TO RESOLVE DISPUTES, (B) HAVE A COURT RESOLVE DISPUTES, (C) PARTICIPATE IN A CLASS ACTION LAWSUIT, AND (D) HAVE ACCESS TO DISCOVERY AND OTHER PROCEDURES

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#### THAT ARE AVAILABLE IN A LAWSUIT.

The arbitrator has the ability to award all remedies available under Tribal Law, whether at law or in equity, to the prevailing party, except that you and Plain Green agree that the arbitrator has no authority to conduct class-wide proceedings and will be restricted to resolving individual Disputes. The validity, effect, and enforceability of the waivers of class action lawsuit and class-wide arbitration, if challenged, are to be determined solely by a Tribal court of competent jurisdiction and not by the AAA. JAMS, or an arbitrator. If the Tribal court refuses to enforce the class-wide arbitration waiver, the parties agree that the Dispute will proceed in Tribal court and will be decided by a Tribal court judge, sitting without a jury, under applicable Tribal court rules and procedures, and not as a class action lawsuit. As an integral component of accepting this Agreement, you irrevocably consent to the exclusive jurisdiction of the Tribal courts for purposes of this Agreement.

APPLICABLE LAW AND JUDICIAL REVIEW OF ARBITRATOR'S AWARD: THIS AGREEMENT TO ARBITRATE IS MADE PURSUANT TO A TRANSACTION INVOLVING INTERSTATE COMMERCE AND SHALL BE GOVERNED BY TRIBAL LAW. THE PARTIES ADDITIONALLY AGREE TO LOOK TO THE FEDERAL ARBITRATION ACT AND JUDICIAL INTERPRETATIONS THEREOF FOR GUIDANCE IN ANY ARBITRATION THAT MAY BE CONDUCTED HEREUNDER. The arbitrator shall apply Tribal Law and the terms of this Agreement, including this Agreement to Arbitrate and the waivers included herein. The arbitrator may decide, with or without a hearing, any motion that is substantially similar to a motion to dismiss for failure to state a claim or a motion for summary judgment. The arbitrator shall make written findings and the arbitrator's award may be filed with a Tribal court. The arbitration award shall be supported by substantial evidence and must be consistent with this Agreement and Tribal Law, and if it is not, it may be set aside by a Tribal court upon judicial review. The parties will have the right to judicial review in a Tribal court of (a) whether the findings of fact rendered by the arbitrator are supported by substantial evidence and (b) whether the conclusions of law are erroneous under Tribal Law. Judgment confirming an award in such a proceeding may be entered only if a Tribal court determines that the award is supported by substantial evidence and is not based on legal error under Tribal Law.

**SURVIVAL:** This Agreement to Arbitrate will survive: (1) the cancellation, payment, charge-off, or assignment of this Agreement; (2) the bankruptcy of any party; and (3) any transfer, sale, or assignment of this Agreement, or any amounts owed under this Agreement, to any other person or entity.

PLEASE CAREFULLY REVIEW THIS AGREEMENT, WHICH INCLUDES A WAIVER OF JURY TRIAL AND ARBITRATION AGREEMENT THAT MAY BE ENFORCED BY YOU AND PLAIN GREEN. IF YOU HAVE QUESTIONS, PLEASE CONTACT CUSTOMER SERVICE AT (866) 420-7157.

By electronically signing this Agreement: You certify that all information you gave Plain Green in connection with your application and this Agreement is true and correct, and you authorize Plain Green to verify any information you provided. You give Plain Green consent to obtain information about you from one or more consumer reporting agencies and other sources. You acknowledge that: (a) you have read, understand, and agree to all of the terms and conditions of (i) this Agreement, including the truth-in-lending disclosures and the Waiver of Jury Trial and Arbitration Agreement, and (ii) Plain Green's Privacy, Policy; (b) this Agreement contains all of the terms of the agreement between you and Plain Green and that no representations or promises other than those contained in this Agreement have been made; (c) if you elect below to repay this Loan via ACH debits to your Bank Account, you specifically authorize withdrawals and deposits to and from your Bank Account as described in this Agreement; (d) you are not a debtor under any proceeding in bankruptcy and have no intention to file a petition for relief under any chapter of the United States Bankruptcy Code; (e) this Agreement was filled in before you signed it; (f) you have the ability to print or retain a completed copy of this Agreement; and (g) Plain Green has not made the Loan contingent upon your obtaining any other product or service from Plain Green or anyone else. You further acknowledge that Plain Green may withhold funding of your Loan until (i) Plain Green confirms that you have made all payments on any previous loans with Plain Green, (ii) Plain Green verifies that all information you gave Plain Green on your application is true and (iii) Plain Green decides whether you meet the requirements to receive the Loan.

### Check Here

By checking here and signing below, you understand, acknowledge and agree that Plain Green, LLC is a tribal lending entity wholly owned by Chippewa Cree Tribe of the Rocky Boy's Indian Reservation, Montana, a federally recognized tribe. You further understand, acknowledge and agree that this Loan is governed by the laws of the Chippewa Cree Tribe and is not subject to the provisions or protections of the laws of your home state or any other state. If you wish to have your resident state's law apply to any loan that you obtain, you should consider obtaining a loan from a licensed lender in your state.

Please review and select one of these funding options:

### Check Here

(? ELECTRONIC (as soon as the next business day): By checking here and signing below, you agree to the ACH Authorization set forth in this Agreement, which allows Plain Green to debit and credit your Bank Account for this Loan. You acknowledge and agree that the ACH Authorization is for the benefit of Plain Green, LLC, its affiliates, agents, representatives, employees, successors, and registered assigns. You acknowledge that you are not required to consent to receive funds or repay your Loan by ACH or other electronic payment method.

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─ POSTAL MAIL (allow 7 to 10 days for delivery): By checking here and signing below, you request Loan proceeds be distributed to you by check and delivered by regular mail through the U.S. Postal Service, if you elect to receive your proceeds by mail, you must make payments as explained in the "Payments" section above. You acknowledge that interest begins accruing on the Effective Date set forth at the top of this Agreement.

Your Full Name: Darlene Jones Gibbs Type 'I Agree': L'Agree Date: 1/6/2016

Plain Green, LLC

Date: 1/6/2016

By: Joet Rosette, CEO